

EXHIBIT A

STATE OF MICHIGAN THIRD JUDICIAL CIRCUIT WAYNE COUNTY	SUMMONS AND RETURN OF SERVICE	CASE NO. 14-013137-NI
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2 Woodward Ave., Detroit MI 48226

224591-752

Court Telephone No. 313-224-5243

THIS CASE IS ASSIGNED TO JUDGE Susan D. Borman Bar Number: 11016

Plaintiff State Farm Insurance Company	v	Defendant Shannon, Kenny
Plaintiff's Attorney		Defendant's Attorney Todd R. Perkins, P-55623 615 Griswold St Ste 400 Detroit, MI 48226-3987

SFCC RECEIVED
OCT 16 2014

CASE FILING FEE	JURY FEE
<input checked="" type="checkbox"/> Case Filing Fee - \$150.00	<input checked="" type="checkbox"/> Jury Fee - \$85.00

ISSUED 10/10/2014	THIS SUMMONS EXPIRES 1/9/2015	DEPUTY COUNTY CLERK File & Serve Tyler
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*This summons is invalid unless served on or before its expiration date.

CATHY M. GARRETT - WAYNE COUNTY CLERK

NOTICE TO THE DEFENDANT: In the name of the people of the State of Michigan you are notified:

1. You are being sued.
 2. YOU HAVE 21 DAYS after receiving this summons to file an answer with the court and serve a copy on the other party or take other lawful action (28 days if you were served by mail or you were served outside this state).
 3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.
- X There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.
- A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in _____ Court.
- There is no other pending or resolved action within the jurisdiction of the family division of circuit court involving the family or family members of the parties.
- An action within the jurisdiction of the family division of circuit court involving the family or family members of the parties has been previously filed in _____ Court.

The docket number and assigned judge of the civil/domestic relations action are:

Docket No.	Judge	Bar No.
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The action ☐ remains ☐ is no longer pending.

I declare that the complaint information above and attached is true to the best of my information, knowledge, and belief.

10/10/2014
DateTodd Russell Perkins
Signature of attorney/plaintiff**COMPLAINT IS STATED ON ATTACHED PAGES. EXHIBITS ARE ATTACHED IF REQUIRED BY COURT RULE.**

If you require special accommodations to use the court because of a disability or if you require a foreign language interpreter to help you to fully participate in court proceedings, please contact the court immediately to make arrangements.

MC 01-3CC (09/2008) SUMMONS AND RETURN OF SERVICE

MCR 2.102(B)(11), MCR 2.104, MCR 2.105, MCR 2.107, MCR 2.113(C)(2)(a),(b), MCR 3.206(A)

Defendant Copy



STATE OF MICHIGAN THIRD JUDICIAL CIRCUIT WAYNE COUNTY	RETURN OF SERVICE	CASE NO. 14-013137-N1
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TO PROCESS SERVER: You are to serve the summons and complaint not later than 91 days from the date of filing or the date of expiration on the order for second summons. You must make and file your return with the court clerk. If you are unable to complete service you must return this original and all copies to the court clerk.

CERTIFICATE / AFFIDAVIT OF SERVICE / NONSERVICE

224298 752

<input type="checkbox"/> OFFICER CERTIFICATE	OR	<input type="checkbox"/> AFFIDAVIT OF PROCESS SERVER
I certify that I am a sheriff, deputy sheriff, bailiff, appointed court officer, or attorney for a party [MCR 2.104(A)(2)], and that: (notarization not required)		Being first duly sworn, I state that I am a legally competent adult who is not a party or an officer of a corporate party, and that: (notarization not required)

☐ I served personally a copy of the summons and complaint,

☐ I served by registered or certified mail (copy of return receipt attached) a copy of the summons and complaint, together with _____

List all documents served with the Summons and Complaint _____

		on the defendant(s):
Defendant's name	Complete address(es) of service	Day, date, time

☐ I have personally attempted to serve the summons and complaint, together with any attachments, on the following defendant(s) and have been unable to complete service.

Defendant's name	Complete address(es) of service	Day, date, time

I declare that the statements above are true to the best of my information, knowledge and belief.

Service fee	Miles traveled	Mileage fee	Total fee	Signature
\$	\$	\$	\$	

Name (type or print)

Title

Subscribed and sworn to before me on _____ County, Michigan.

Date

My commission expires: _____ Signature: _____
Date Deputy court clerk/Notary public

Notary public, State of Michigan, County of _____

ACKNOWLEDGMENT OF SERVICE

I acknowledge that I have received service of the summons and complaint, together with _____

Attachments: _____

_____ on _____
Day, date, time

_____ on behalf of _____

Signature

MC 01-3CC (09/2008) SUMMONS AND RETURN OF SERVICE

MCR 2.102(B)(1), MCR 2.104, MCR 2.105, MCR 2.107, MCR 2.113(C)(2)(a)-(b), MCR 3.206(A)

DB

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STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

KENNY SHANNON,

Plaintiff,

CASE NO. 14 -
HON.

- NZ

v.

STATE FARM INSURANCE COMPANY,

Defendant.

CC RECEIVED
OCT 16 2014

14-013137-NI
FILED IN MY OFFICE
WAYNE COUNTY CLERK
10/10/2014 10:39:48 AM
CATHY M. GARRETT

TODD RUSSELL PERKINS (P55623)
THE PERKINS LAW GROUP, PLLC
Attorney for Plaintiff
615 Griswold Street, Suite 400
Detroit, Michigan 48226
(313) 964-1702

There is no other pending civil litigation arising out of the transaction or occurrence alleged in this complaint.

/s/Todd Russell Perkins

TODD RUSSELL PERKINS (P55623)

COMPLAINT AND JURY DEMAND

NOW COMES Plaintiff, KENNY SHANNON, by and through his attorneys, Perkins Law Group, PLLC, and for his Complaint in the above named matter, states the following:

PARTIES, JURISDICTION AND VENUE

1. That at all times relevant to this matter, Plaintiff KENNY SHANNON was a resident of Detroit, County of Wayne, in the State of Michigan.
2. That Defendant, State Farm Insurance Company, now is, and at all times relevant was a corporation or business entity with doing business in the State of Michigan, engaged in

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business in the same State as an insurer pursuant to the general insurance laws of the State.

3. That the incidents that form the basis of this Complaint transpired in the City of Detroit, County of Wayne, which is located in the State of Michigan.
4. That the amount in controversy exceeds \$25,000, exclusive of interest, costs and attorney's fees and is within the jurisdiction of the Wayne County Circuit Court.
5. Venue is proper in the Wayne County Circuit Court pursuant to MCL 600.1629(1)(a), because the injuries were sustained in Wayne County.

FACTS

6. That State Farm Insurance Company, for and in consideration of a valuable premium paid and agreed to be paid by Plaintiff, issued to Plaintiff its insurance policy No. 92-B4-M355-6, covering losses to Plaintiff's property located at 15090 Steel Street, Detroit, MI 48227.
7. Thereafter, and while the policy of insurance was in full force and effect, on March 24, 2014, Plaintiff's home was lost in a fire. Thereafter, Plaintiff notified defendant of the loss and was issued Claim Number 22-429F-752.
8. Subsequently, within the time prescribed in the policy of insurance, Plaintiff filed a Proof of Loss and presented it to Defendant.
9. Plaintiff has fully complied with each and every term, condition, and provision of the policy of insurance to be performed on her part.
10. The policy of insurance was in full force and effect and was obligatory at the time of the aforementioned loss and damage, and Defendant, though repeatedly requested to do so,

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has failed and refused to pay Plaintiff the amount due to be paid under the terms of the policy.

COUNT I. BREACH OF CONTRACT

11. Plaintiff restates and incorporates the prior allegations as if fully stated herein.
12. That a valid contract of insurance was in existence between Plaintiff and Defendant as of March 24, 2014.
13. That under the terms of the contractual agreement, Defendant agreed to insure Plaintiff for home liability benefits, for valuable consideration rendered by Plaintiff in continuing payment premiums.
14. That Plaintiff honored all the provisions of the contractual agreement which was in full effect at the time of the accident that resulted in Plaintiff's loss.
15. That Defendant breached its duty as stipulated by the contract by seeking to prolong, evade and otherwise avoid its obligation to insure Plaintiff according to the terms of the aforementioned contract, and by denying Plaintiff's Claim of Loss.
16. That Defendant's unjustified denial of Plaintiff's Claim of Loss was a clear breach of the contractual agreement between the parties.
17. That, pursuant to the contractual agreement, Defendant owes Plaintiff for the loss, plus incidental costs and any other costs arising by reason of the existence of the contract.

WHEREFORE, Plaintiff seeks judgment against Defendant for damages in whatever amount in excess of \$25,000.00 to which the Plaintiff is reasonably entitled, and which is fair and just, in addition to costs, interest, reasonable attorney's fees and punitive damages.

COUNT II. VIOLATION OF THE UNIFORM TRADE PRACTICES ACT

18. Plaintiff restates and incorporates herein the prior allegations as if fully restated herein.

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19. That Plaintiff purchased a contract for insurance from Defendant.
20. Plaintiff properly provided Defendant with a satisfactory proof of loss.
21. Defendant was obligated to pay Plaintiff's valid insurance claim.
22. Defendant has failed to duly honor and pay Plaintiff's insurance claim in full and in timely fashion after being presented with satisfactory proof of loss.
23. Plaintiff has therefore suffered damages as a proximate and direct result of Defendant's refusal to timely pay its insurance claim in full.

WHEREFORE Plaintiff seeks judgment against Defendant for damages in whatever amount in excess of \$25,000.00 to which the Plaintiff is reasonably entitled, and which is fair and just, in addition to costs, interest, reasonable attorney's fees and punitive damages.

COUNT III. INSURANCE BAD FAITH

24. Plaintiff restates and incorporates herein the prior allegations as if fully restated herein.
25. Plaintiff is the insured, and as such, is entitled to the benefits contained within her contract with Defendant.
26. Plaintiff has provided satisfactory proof of loss.
27. Defendant State Farm Insurance Company has not paid, or refuses to pay, benefits on a timely basis contrary to MCL 500.2006.

WHEREFORE Plaintiff seeks judgment against Defendant for damages in whatever amount in excess of \$25,000.00 to which the Plaintiff is reasonably entitled, and which is fair and just, in addition to costs, interest, reasonable attorney's fees and punitive damages.

COUNT IV. DECLARATORY RELIEF FOR INSURANCE BAD FAITH

28. Plaintiff restates and incorporates herein the prior allegations as if fully restated herein.

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29. An actual controversy exists between Plaintiff and Defendant State Farm Insurance Company.

30. The Court must determine the following:

- a. Whether refusal to pay benefits by Defendant State Farm Insurance Company constitutes bad faith;
- b. The amount of interest and other benefits owed to Plaintiff;
- c. Whether and in what amount any reductions, setoffs, or reimbursements may be claimed by Defendant;
- d. Other determinations, orders, and judgments necessary to fully adjudicate the rights of the parties.

WHEREFORE Plaintiff seeks judgment against Defendant for damages in whatever amount in excess of \$25,000.00 to which the Plaintiff is reasonably entitled, and which is fair and just, in addition to costs, interest, reasonable attorney's fees and punitive damages.

Respectfully Submitted,
THE PERKINS LAW GROUP, PLLC

/s/Todd Russell Perkins
TODD RUSSELL PERKINS (P55623)
Attorney for Plaintiff
615 Griswold, Suite 400
Detroit, MI 48226
(313) 964-1702

Dated: October 10, 2014

22429F752

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

KENNY SHANNON,

Plaintiff,

CASE NO.
HON.

v.

STATE FARM INSURANCE COMPANY,

Defendant.

TODD RUSSELL PERKINS (P55623)
THE PERKINS LAW GROUP, PLLC
Attorney for Plaintiff
615 Griswold Street, Suite 400
Detroit, Michigan 48226
(313) 964-1702

JURY DEMAND

NOW COMES, Plaintiff by and through his retained counsel, **THE PERKINS LAW GROUP, PLLC**, hereby demand a jury trial for all the issues above for which there is a right to trial by jury.

Respectfully Submitted,
THE PERKINS LAW GROUP, PLLC

/s/Todd Russell Perkins
Todd Russell Perkins (P55623)
Attorney for Plaintiff
615 Griswold Street Ste. 400
Detroit, Michigan 48226
(313) 964-1702

Dated: October 10, 2014

EXHIBIT B



Sworn Statement in Proof of Loss
Homeowners Policy

Claim Number 22-429F-752

I, Shannon Global Enterprises LLC, submit the following answers and listed attachments as my proof of loss.

The time of loss was 3/24/2014 at unknown ☐ A.M. ☐ P.M.

I believe the cause of the loss was Fire

When this loss occurred, my interest in the damaged property for which claim is being made was (owner, lessee, etc.) owner

All others (individuals, mortgagee, lienholders, etc.) who have an interest in the damaged property are named below and their interest is indicated after their name N/A

I do not have other insurance which applies to the structure and/or personal property covered by this policy. The other company providing the coverage is N/A

The following changes in title to the property have occurred since the application for this policy was made N/A

The following changes in occupancy have occurred since the application for this policy was made N/A

The address of any damaged building is 15090 Steel St. Detroit Michigan
and the building was used as residential rental unit.

I am not attaching detailed estimates of repair from N/A of damage to the building listed above

I am making a claim for \$ 113,000.00 for the damaged building

I am not attaching an inventory which shows in detail the quantity, description, actual cash value, and amount of loss of all personal and business property for which claim is being made. I am making claim for \$ 500.00 for damaged personal/business property

I am not attaching receipts for additional living expenses I have incurred to date and I am submitting records to support a fair rental value loss. I am making a claim for \$ 2100.00 for (additional living expenses/fair rental value)

I am not attaching an affidavit or other evidence which supports my claim under the Credit Card, Bank Fund Transfer Card,

Forgery and Counterfeit Money coverage. I am making claim for \$ N/A and the cause of loss was N/A

I assign to State Farm® all my rights of recovery against any person for this loss, to the extent that payment is made, and agree to cooperate with State Farm in a reasonable manner and do nothing to prejudice this right of recovery

I did not cause or procure this loss, nothing has been done by or with my consent or agreement to violate the provisions of the policy so as to render it void. I have not concealed or attempted to deceive State Farm as to the extent or cause of this loss in any manner.

It is agreed that State Farm is not giving up any rights by supplying this form or by assisting in the completion of this proof, and I am not giving up any rights by completing and submitting this form

Signature

Date

Signature

Date

Signature

Date

Signature

Date

Personally appeared before me, the day and date above written, Benny Shannon, signer of the foregoing statements, who being by me duly sworn, made solemn oath that the matters contained in the foregoing statements are true in substance and in fact.

Keisha Lynn Johnson
Notary Public

(SEAL)

State Farm® insurance policies, applications, forms and required notices are written in English. This document has been translated for your convenience. In the event of any difference in interpretation, the English language version controls.

Oakland County, Michigan

Acting in Wayne County

1001498

My Commission Expires November 1, 2018

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